



SISCerts+ MANAGEMENT AGREEMENT

This Agreement (hereinafter "Agreement"), is made and entered on the 7 February 2021 by and between **Strategic Insurance Services**, its Owners, Partners, Members, Agents, and Employees (collectively referred to herein as "SISCerts+ Manager") and _____, (collectively referred to herein as "COI Requester"), (SISCerts+ Manager and COI Requester are collectively referred to herein as the "Parties").

WHEREAS, the Parties wish to agree in advance on general terms and conditions which will govern all work relating to SISCerts+ Manager assisting with the process of requesting Certificate of Insurance/Coverage Verification requests from the Vendors of, and furnished by COI Requester, hereafter referred to as "Vendors".

WHEREAS, This Agreement will govern until cancelled in writing by either party or replaced by a later version of this Agreement.

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

- 1. Scope of the Work.** SISCerts+ Manager will ***ASSIST*** in the collection of Certificates of Insurance and other Insurance Coverage Verification, from subcontractors and vendors. SISCerts+ Manager will make every attempt to obtain certificates of insurance (minimum 5 attempts (*calls/voicemails and emails*) spanning across a 14-day period) for each subcontractor provided by your company. SISCerts+ is not liable for any inability to obtain all certificates once we have exhausted all avenues of retrieval. SISCerts+ is not liable for any forged documents. After all attempts have been made, we will inform the builder that the subcontractor or agent will not comply. It is still the builder's obligation to manage the jobsite and use the SISCerts+ program as another tool to assist in overall risk management process. If SISCerts+ is unable to collect insurance certificates in a timely manner, our recommendation is to prohibit subcontractor from entering the jobsite and or withhold payment until insurance requirements are met.
- 2. Payment.** For all services performed by SISCerts+ Manager, COI Requester agrees to pay SISCerts+ Manager \$3,500 annually for up to 50 Subcontractors. Additional subcontractor may be added for additional premium, once we have on-boarded the original 50.
- 3. Hold Harmless.** To the fullest extent of the law, COI Requester shall hold harmless SISCerts+ from and against all claims, damages, losses and expenses including but not limited to attorney's fees, arising out of or resulting from the performance of the SISCerts+ Manager's. Work under this Agreement, including, but not limited to a claim, damage, loss or expense that is attributable to construction delay, loss of rents, time loss, insurance premium increase to COI Requester, for audit increases or otherwise, Insurance Claim Denial to COI Requester, increased deductibles, bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom to the extent caused in whole or in part by any negligent act or omission of the SISCerts+ Manager or anyone directly employed by or anyone for whose acts SISCerts+ may be liable, regardless of whether it is caused in part by a party held harmless hereunder.
- 4. Termination.** either party may terminate this Agreement by giving the other party a thirty (30) day written notice. This may be provided through US mail, email, or Fax.

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5. Dispute Resolution. The Parties agree to submit to the sole and exclusive jurisdiction and venue of the state and federal Courts of Colorado, should any dispute arise that requires judicial resolution.

6. Attorneys' Fees. If the SISCerts+ and COI Requester become involved in litigation or arbitration as a result of this Agreement or the performance or nonperformance thereof, both parties agree to pay for their own attorneys, and not seek additional money for attorney fees.

7. Signatures. This Agreement may be executed electronically, including by scan, email, fax, or other electronic means, pursuant to the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001, and the applicable Uniform Electronic Transactions Act, both as amended or substituted. An electronic signature will have the same effect as an ink signature. The person signing this Agreement by electronic means is the person represented as the signer who has full power and authority to electronically sign this Agreement. Acceptance of the Work described herein constitutes agreement by the Parties to be bound by the terms of this Agreement, even if one or more of the parties never signs a copy of this Agreement.

8. Severability. If any provision or any part of any provision of this Agreement shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to applicable laws by an authority having jurisdiction, such determination shall not impair or otherwise effect the validity, legality or enforceability of the remaining provisions or parts of provisions of this Agreement, which shall remain in full force and effect as if the unenforceable provision or part were deleted. There shall be substituted for any such invalid or ineffective provision, a provision which, as far as legally possible, most nearly reflects the intention of the parties hereto.

SISCERTS+ MANAGER AND COI REQUESTER HAVE CAREFULLY AND COMPLETELY READ THIS ENTIRE AGREEMENT AND THE DOCUMENTS INCORPORATED HEREIN, AND UNDERSTAND THEIR RIGHTS AND OBLIGATIONS CONTAINED THEREIN, AND CERTIFY THAT THEY SIGN HAVING FULL AND COMPLETE AUTHORITY AFTER HAVING THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL.

Builder Company: _____

Printed Name: _____

Address: _____

Signature: _____

Date: _____

SISCerts+ Company Name: Strategic Insurance Services

Printed Name: Stephanie Beninati

Date: February 7, 2021

Signature: 